



Patent  
Docket No: 54358US067

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re Application of:

JOHN A. WHEATLEY and WALTER J.  
SCHRENK

Group Art Unit: 2872

Serial No.: 09/911,532

Filed: 7/24/01

Examiner: Shafer, Ricky D.

For: **POLYMERIC INTERFERENCE FILM** (AS AMENDED)

CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the United States Postal Service as First Class Mail in an envelope addressed to: Commissioner for Patents, Washington, DC 20231 on:

Date

3/19/02

Signature

*Steven J. Fiehl*

TERMINAL DISCLAIMER UNDER 37 C.F.R. 1.321(b)

(US Patent No. 5,808,798)

Hon. Commissioner for Patents  
Washington, D.C. 20231

Dear Sir:

Petitioner, 3M Innovative Properties Company, a corporation of the State of Delaware having a place of business at 3M Center, St. Paul, Minnesota, represents that it is the exclusive owner of the entire interest in the above-identified Application (referred to as the "Subject Application") by virtue of an assignment recorded at Reel 012049, Frame 0159, on July 24, 2001. Petitioner further represents that it is the exclusive owner of the entire interest in U.S. Patent No. 5,808,798 (referred to as the "Prior Patent"), by virtue of an assignment from inventors Weber, Ouderkirk, and Stover to Minnesota Mining and Manufacturing Company recorded at Reel 7963, Frame 0682, and by virtue of an assignment from inventor Jonza to Minnesota Mining and Manufacturing Company dated February 20, 1998 (a true copy of which is attached hereto), and by virtue of an assignment from Minnesota Mining and Manufacturing Company to 3M Innovative Properties Company recorded at Reel 010043, Frame 0863, on June 28, 1999.

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TERMINAL DISCLAIMER  
APPROVED

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✓  
 Petitioner disclaims the terminal part of any patent granted on the Subject Application (referred to as a "Subject Patent") which would extend beyond the expiration date of the full statutory term as defined in 35 U.S.C. 154 to 156 and 173 of the Prior Patent. ✓  
 Petitioner hereby agrees that the Subject Patent shall be enforceable only for and during such period that the legal title to such patent and the Prior Patent are commonly owned. ✓  
 This agreement is to run with the Subject Patent and to be binding upon the grantee, its successors, and assigns.

In making the above disclaimer, Petitioner does not disclaim any terminal part of the Subject Patent prior to the expiration date of the full statutory term of the Prior Patent, even if the Prior Patent: (1) expires for failure to pay a maintenance fee; (2) is held unenforceable or is found invalid by a court of competent jurisdiction; (3) is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. 1.321; (4) has all claims canceled by a reexamination certificate; (5) is reissued; or (6) is otherwise terminated prior to the expiration of its full statutory term.

✓ Documents establishing the chain of title of the Subject Application (including the aforementioned assignment and a recording location) have been reviewed and I certify that, to the best of my knowledge and belief, title is in Petitioner.

✓ I declare that all statements made herein of my own knowledge are true and that all statements made herein on information and belief are believed to be true; and further that these statements are made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both under 18 U.S.C. 1001 and that such willful false statements may jeopardize the validity of the above-identified application or any patent issuing thereon.

Please charge the fee provided in 37 C.F.R. 1.20(d) to Deposit Account No. 13-3723.

Respectfully submitted,

|                               |                                  |                                       |   |
|-------------------------------|----------------------------------|---------------------------------------|---|
| Registration Number<br>35,207 | Telephone Number<br>651-736-3369 | Signature<br><i>Stephen C. Jensen</i> | <b>TERMINAL DISCLAIMER<br/>APPROVED</b><br><br>APR 1 / 6 2002 |
| Date<br>Mar. 19, 2002         |                                  | Print Name<br>Stephen C. Jensen       |   |

3M Innovative Properties Company  
 Office of Intellectual Property Counsel  
 P.O. Box 33427  
 St. Paul, Minnesota 55133-3427

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*Deborah Perry-Leeper*  
 Deborah Perry-Leeper  
 Paralegal Specialist  
 Technology Center 2800



**ATTACHMENT: Assignment from  
James M. Jonza  
To  
Minnesota Mining and Manufacturing Company**

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ASSIGNMENT

Whereas We, the below named inventors, with residences and citizenships as indicated below; have made an invention in

**NONPOLARIZING BEAMSPLITTER**

and have executed an application for Letters Patent of the United States of America based thereon; which application is identified in the United States Patent and Trademark Office as U.S. Application Serial No. 08/623,342, filed March 27, 1996;

Now, therefore, for good and valuable consideration, receipt of which is acknowledged, we have individually and jointly agreed to assign and transfer and do hereby assign and transfer unto the MINNESOTA MINING AND MANUFACTURING COMPANY (sometimes designated as the Minnesota Mining & Manufacturing Company), a corporation of Delaware, having its principal office at Saint Paul, Minnesota, its successors and assigns, the entire right, title, and interest in and to the said invention and application, and in and to any division or continuation (in whole or in part) of said application, and in and to any and all improvements in the said invention made by us or any of us or made jointly with others (provided any such improvement is made during, or within one year after the termination of, the employment by the said Company of whichever of us, solely or jointly with one or more others, has made the same), and in and to any and all Letters Patent, reexaminations, reissues, or extensions thereof, of the United States of America and countries foreign thereto (including the right to apply for Letters Patent, Utility Models, or Inventors' Certificates in foreign countries in its own name and to claim any priority rights for such foreign applications to which such applications are entitled under international conventions, treaties, or otherwise), which have been or may be granted thereon or on any divisional, continuation (in whole or in part), renewal, reexamination, reissue, or other or further application based in whole or in part upon the said invention or improvements thereon, to be held and enjoyed as fully and exclusively as they would have been by us or any of us had this assignment and transfer not been made,

We do further agree for ourselves and for our heirs, executors, and administrators, to execute and deliver without further consideration any further applications, assignments, and documents, and to perform such other acts as we lawfully may, that may be deemed necessary by the said Company, its successors, assigns, and nominees, fully to secure its right, title, and interest as aforesaid and to obtain or maintain Letters Patent, Utility Models, or Inventors' Certificates in any and all countries;

And we do hereby authorize and request the Commissioner of Patents to issue any and all Letters Patent which may be granted upon any of the said applications, to the said Minnesota Mining and Manufacturing Company, as the assignee of the entire right, title, and interest therein.

In witness whereof, we have hereunto signed our names on the days and years set forth below.

*James M. Jonza*

James M. Jonza

Residence: St. Paul, Minnesota, U.S.A.

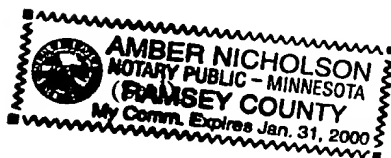
Citizenship: United States

STATE OF MINNESOTA )

) ss.

COUNTY OF RAMSEY )

On this 20<sup>th</sup> day of February 1998, before me personally appeared the above-named James M. Jonza, personally known by me, and known by me to be the person described in and who executed the foregoing instrument, and who acknowledged that he executed the same as his free act and deed, on the day and year aforesaid.



*Amber Nicholson*

Notary Public